

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Business Credit Corporation		11/22/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Skip Hop, Inc.		
Street Address:	50 West 23rd Street		
Internal Address:	10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Serial Number:	85660152	SKIP HOP	
Serial Number:	85343092	COMPLETE SHEET	
Registration Number:	4313777	ALWAYS A LEAP AHEAD	
Registration Number:	4111402	ALWAYS A LEAP AHEAD	
Registration Number:	4102045	ALWAYS A LEAP AHEAD	
Registration Number:	4099153	ALWAYS A LEAP AHEAD	
Registration Number:	4084006	ALWAYS A LEAP AHEAD	
Registration Number:	4083414	HUG & HIDE	
Registration Number:	4062714	ZOO	
Registration Number:	4044918	ZOO	
Registration Number:	4044915	ZOO	
Registration Number:	4044908	ZOO	
Registration Number:	3165273	SKIP HOP	

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Registration Number:	3865923	CHELSEA & MAIN
Registration Number:	3872137	ZOO PACKS
Registration Number:	3663679	SKIP HOP
Registration Number:	3663502	SKIP HOP
Registration Number:	3663501	SKIP HOP
Registration Number:	3663494	SKIP HOP
Registration Number:	3591986	SKIP HOP
Registration Number:	3003466	SKIP * HOP
Registration Number:	3292662	PRONTO!
Serial Number:	77707852	CHELSEA & MAIN
Serial Number:	77554830	PANGEA
Serial Number:	76666259	SPARK

CORRESPONDENCE DATA

Fax Number: 6123408827

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 6124926842

Email: cadwell.jeffrey@dorsey.com

Correspondent Name: Jeffrey R. Cadwell

Address Line 1: Dorsey & Whitney LLP, 50 South 6th St

Address Line 2: Suite 1500

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	M242659
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NAME OF SUBMITTER:	Jeffrey R. Cadwell
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Signature:	/Jeffrey R. Cadwell/
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Date:	11/25/2013
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "Termination and Release") is granted as of November **[24]**, 2013 by **WEBSTER BUSINESS CREDIT CORPORATION**, a New York corporation ("WBBC"), individually, as lender under the Credit Agreement and as agent for itself and each other Lender Party (WBCC, acting in both such capacities, herein called "Lender"), in favor of **SKIP HOP, INC.**, a New York corporation (the "Company").

WITNESSETH:

WHEREAS, the Company is a party with the Lender and each other Lender Party to a Credit and Security Agreement dated as of April 26, 2013 (as amended, supplemented, extended, restated, or otherwise modified prior to the date hereof, the "Credit Agreement") pursuant to which the Lender and the Lender Parties agreed, among other things, to extend certain credit accommodations to Company under the terms and conditions set forth therein;

WHEREAS, pursuant to the Credit Agreement, the Company executed and delivered a Trademark Security Agreement (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Trademark Security Agreement") granting the Lender a security interest in and lien on certain Trademarks (used herein as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 14, 2013, at Reel 5047, Frame 0229, against certain Trademarks identified on Schedule 1 hereto;

WHEREAS, the Company has requested that the Lender provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its security interests in and liens on the Trademarks as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby releases and discharges its liens and security interests in the Trademarks, including but not limited to those Trademarks identified on Schedule 1, together with all products and proceeds thereof, including without limitation, any claims by the Company against third parties for past, present or future infringement of any Trademark.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**WEBSTER BUSINESS CREDIT
CORPORATION**, as Lender






By: 

Name: *Chris Magvante*

Title: *Vice Pres. & T*

[Signature page to Trademark Release]

SCHEDULE 1

Title	Application Date	Registration Date	Trademark Number/ Application Number	Country
SKIP HOP	6/25/12	Pending	85660152	US
COMPLETE SHEET	6/10/11	Pending	85343092	US
ALWAYS A LEAP AHEAD	7/1/11	4/2/13	4313777	US
ALWAYS A LEAP AHEAD	7/1/11	3/13/12	4111402	US
ALWAYS A LEAP AHEAD	7/1/11	2/21/12	4102045	US
ALWAYS A LEAP AHEAD	8/17/11	2/14/12	4099153	US
ALWAYS A LEAP AHEAD	7/1/11	1/10/12	4084006	US
HUG & HIDE	5/27/11	1/10/12	4083414	US
	3/25/11	11/29/11	4062714	US
	3/25/11	10/25/11	4044918	US
	3/25/11	10/25/11	4044915	US
	3/25/11	10/25/11	4044908	US
SKIP HOP	12/16/05	10/31/06	3165273	US
CHELSEA & MAIN	4/6/09	10/19/10	3865923	US
ZOO PACKS	9/14/09	11/9/10	3872137	US
SKIP HOP	3/9/11	8/4/09	3663679	US
SKIP HOP	1/28/09	8/4/09	3663502	US
SKIP HOP	1/28/09	8/4/09	3663501	US
SKIP HOP	1/28/09	8/4/09	3663494	US
SKIP HOP	5/1/07	3/17/09	3591986	US
	8/17/04	10/4/05	3003466	US
PRONTO!	9/18/06	9/18/07	3292662	US
CHELSEA & MAIN	4/6/09	Abandoned	77707852	US
PANGEA	8/25/08	Abandoned	77554830	US
SPARK	9/18/06	Abandoned	76666259	US

Schedule 1

TRADEMARK
REEL: 005160 FRAME: 0470



The Guardian Life Insurance Company of America
Administrative Office:
Individual Markets Service & Administration
3900 Burgess Place
Bethlehem, PA 18017

Berkshire Life Insurance Company of America
Administrative Office:
700 South Street
Pittsfield, MA 01201

(Check one)

- ☒ THE GUARDIAN LIFE INSURANCE COMPANY OF AMERICA ("Guardian")
☐ THE GUARDIAN INSURANCE & ANNUITY COMPANY, INC. ("GIAC")
☐ BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA ("Berkshire")

RELEASE OF ASSIGNMENT

For value received, the undersigned hereby release(s) all the rights, title and interest acquired under the
Policy No. 6365192 on the life of Michael Diamant

by the assignment dated April 19, 2013

Dated at _____ this 21st day of November Yr. 2013

Webster Business Credit Corporation
Name of Assignor

[Signature]
Signature

If a partnership: Signature of one partner other than the insured.
If a corporation or LLC: Signature of two officers, one of whom may be
the insured, along with their Title, or the signature of one officer other
than the insured, with the corporate seal.

Signature

PORTION BELOW TO BE COMPLETED BY NOTARY PUBLIC

State of Connecticut County of Litchfield

On this 21st day of November Yr. 2013 before me personally came
Christopher Magnante

If an individual [to me known to be of age and to be the individual described in and who executed the foregoing instrument and acknowledged that he executed the same.

If a corporation [to me known, who being by me duly sworn did depose and say that he is the Vice President of Webster Business Credit Corp., the corporation described in and which executed the within instrument, that he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name hereto by the like order.

If a firm or a partnership [to me known and known to me being a member of the firm of _____ described in and who executed the within instrument and acknowledged that the same was executed as and for the act and deed of the said firm.

(Seal of Office)



My Term of Office Expires

TERRI A COURCHESNE
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMM. EXP. 11/30/15

Terri A. Courchesne
Signature of Notary Public

A duplicate of the above instrument has been received and placed on file at the Northeast Regional Office of the Company indicated above as the notice required under the terms of its policies. It is to be noted that the Company has no control over such instruments, assumes no responsibility for their validity and does not pass upon the title to a policy until moneys become due and payable under it.

Recorded _____

T80-50 (11/09)